

State	Personal Injury Protection Limits	Independent Medical Examination	Arbitration	Fee Schedule and/or Treatment Standards	State Law Changes
Minnesota	<p>Personal Injury Protection (PIP)</p> <ul style="list-style-type: none"> <li>\$40,000 per person, per accident (this amount consists of \$20,000 for medical costs and \$20,000 for non-medical costs, like lost wages)</li> <li>PIP benefits pay for the insured person's medical and non-medical costs after an accident. In Minnesota, PIP also pays up to \$2,000 for funeral expenses if the insured person or a passenger is killed in an auto accident. Liability benefits pay for injuries and property damage caused by the insured person.</li> <li>Uninsured/underinsured motorist coverage provides additional payments for medical costs, lost wages, and similar expenses if one of the drivers involved in a crash carries no car insurance coverage or does not have enough liability benefits to cover others' injury or property damages bills</li> </ul> <p>Liability – 30/60/10</p> <ul style="list-style-type: none"> <li>\$30,000 per person for bodily injuries</li> <li>\$60,000 per accident for bodily injuries (if more than one person is injured)</li> <li>\$10,000 per accident for property damage</li> </ul> <p>Uninsured Motorist</p> <ul style="list-style-type: none"> <li>\$25,000 per person for injuries</li> <li>\$50,000 per accident for injuries (if more than one person is injured)</li> </ul> <p>Underinsured Motorist</p> <ul style="list-style-type: none"> <li>\$25,000 per person for injuries</li> <li>\$50,000 per accident for injuries (if more than one person is injured)</li> </ul>	<p><b>65B.56 COOPERATION OF PERSON CLAIMING BENEFITS.</b>  <b>Subdivision 1. Medical examinations and discovery of condition of claimant.</b>  Any person with respect to whose injury benefits are claimed under a plan of reparation security shall, upon request of the reparation obligor from whom recovery is sought, submit to a physical examination by a physician or physicians selected by the obligor as may reasonably be required.  The costs of any examinations requested by the obligor shall be borne entirely by the requesting obligor. Such examinations shall be conducted within the city, town, or statutory city of residence of the injured person. If there is no qualified physician to conduct the examination within the city, town, or statutory city of residence of the injured person, then such examination shall be conducted at another place of the closest proximity to the injured person's residence. Obligor is authorized to include reasonable provisions in policies for mental and physical examination of those injured persons.  If requested by the person examined, a party causing an examination to be made shall deliver to the examinee a copy of every written report concerning the examination rendered by an examining physician to that person, at least one of which reports must set out in detail the findings and conclusions of such examining physician.  An injured person shall also do all things reasonably necessary to enable the obligor to obtain medical reports and other needed information to assist in determining the nature and extent of the injured person's injuries and loss, and the medical treatment received. If the claimant refuses to cooperate in responding to requests for examination and information as authorized by this section, evidence of such noncooperation shall be admissible in any suit or arbitration filed for damages for such personal injuries or for the benefits provided by sections <a href="#">65B.41</a> to <a href="#">65B.71</a>.  The provisions of this section apply before and after the commencement of suit.  <b>Subd. 2. Claimant's participation in arbitration between obligors.</b>  Any person receiving benefits under sections <a href="#">65B.41</a> to <a href="#">65B.71</a> shall participate and cooperate, as reasonably required under the coverage, in any and all arbitration proceedings as provided in section <a href="#">65B.53</a> by or on behalf of the obligor paying the benefits, and the obligor may require in the furnishing of proof of loss the claimant's statement that the claimant shall so participate and cooperate as consideration for the payment of such benefits. However, no claimant may be required by any obligor which has paid or is obligated to pay benefits as herein provided to personally attend an arbitration proceeding which shall take place more than 50 miles from the usual residence of the claimant; and provided that in no event shall the claimant have to attend such an arbitration proceeding if, at the time scheduled for that meeting, travel thereto by the claimant is not recommended by a physician treating the claimant for injuries. Any claimant required to personally attend an arbitration proceeding shall be compensated by the reparation obligor requiring attendance for actual income loss and expenses reasonably incurred.   <a href="https://www.revisor.mn.gov/statutes/?id=65B.56">https://www.revisor.mn.gov/statutes/?id=65B.56</a></p>	<p><b>65B.53 INDEMNITY; ARBITRATION BETWEEN OBLIGORS; SUBROGATION.</b>  <b>Subdivision 1. Indemnity from obligor of commercial vehicle.</b>  A reparation obligor paying or obligated to pay basic or optional economic loss benefits is entitled to indemnity subject to the limits of the applicable residual liability coverage from a reparation obligor providing residual liability coverage on a commercial vehicle of more than 5,500 pounds curb weight if negligence in the operation, maintenance or use of the commercial vehicle was the direct and proximate cause of the injury for which the basic economic loss benefits were paid or payable to the extent that the insured would have been liable for damages but for the deduction provisions of section <a href="#">65B.51, subdivision 1</a>.  For purposes of this subdivision, a "commercial vehicle of more than 5,500 pounds curb weight" does not include a vehicle listed in section <a href="#">65B.47, subdivision 1a</a>.  <b>Subd. 2. Obligor subrogated to economic loss claim.</b>  A reparation obligor paying or obligated to pay basic or optional economic loss benefits is subrogated to the claim for the recovery of damages for economic loss that the person to whom the basic or optional economic loss benefits were paid or payable has against another person whose negligence in another state was the direct and proximate cause of the injury for which the basic economic loss benefits were paid or payable. This right of subrogation exists only to the extent that basic economic loss benefits are paid or payable and only to the extent that recovery on the claim absent subrogation would produce a duplication of benefits or reimbursement of the same loss.  <b>Subd. 3. Obligor subrogated to certain tort, liability, or negligence claim.</b>  A reparation obligor paying or obligated to pay basic economic loss benefits is subrogated to a claim based on an intentional tort, strict or statutory liability, or negligence other than negligence in the maintenance, use, or operation of a motor vehicle. This right of subrogation exists only to the extent that basic economic loss benefits are paid or payable and only to the extent that recovery on the claim absent subrogation would produce a duplication of benefits or reimbursement of the same loss.  <b>Subd. 4. Indemnity enforced through arbitration.</b>  The right of indemnity provided in subdivision 1 shall be enforceable only through mandatory good faith and binding arbitration procedures established by rule of the commissioner of commerce. These procedures shall utilize determinations of comparative negligence. No evidence nor the decision in such an arbitration proceeding shall be admissible in any action by any party.  <b>Subd. 5. Collision coverage subrogation.</b></p>	None	

Except as provided in this section nothing in sections [65B.41](#) to [65B.71](#) shall limit or abridge the subrogation rights of a reparation obligor providing collision coverage to a policyholder.

**Subd. 6. Other restrictions.**

No reparation obligor shall include in its contract any provision which would require a person to commence a negligence action as a condition precedent to the payment of basic economic loss benefits or which permits the reparation obligor to determine whether such an action will be commenced. No reparation obligor shall contract for a right of reimbursement or subrogation greater than or in addition to those permitted by this chapter.

**Subd. 7. Arbitration proceedings and benefit payments.**

Arbitration proceedings need not await final payment of benefits, and the award, if any, shall include provision for reimbursement of subsequent benefits, but no question of fact decided by a prior award shall be reconsidered in any such subsequent arbitration hearing.

**Subd. 8. Enforceability of subrogation right.**

Notwithstanding any law to the contrary, in any action brought for the recovery of damages allegedly caused by the negligent operation, ownership, maintenance or use of a motor vehicle or motorcycle where the right of subrogation is claimed or may be claimed under this section, or in any counterclaim to such an action, the right of an insurer to be subrogated to all or a portion of the claim of an insured, whether the right to subrogation arises from contract, statute or any other source, shall be enforceable against the insured only if the insurer, upon demand by the insured, agrees to pay a share of the attorney fees and costs incurred to prosecute the claim, in such proportion as the insurer's subrogated interest in the claim bears to any eventual recovery on the claim.

**65B.525 ARBITRATION PROCEDURE; RULES OF COURT.**

**Subdivision 1. Mandatory submission to binding arbitration.**

The Supreme Court and the several courts of general trial jurisdiction of this state shall by rules of court or other constitutionally allowable device, provide for the mandatory submission to binding arbitration of all cases at issue where the claim at the commencement of arbitration is in an amount of \$10,000 or less against any insured's reparation obligor for no-fault benefits or comprehensive or collision damage coverage.

Information on arbitration from Minnesota Reviser,  
<https://www.revisor.mn.gov/statutes/?id=65B.53>

<p>Florida</p>	<p>Personal Injury Protection (PIP) \$10,000 minimum</p> <ul style="list-style-type: none"> <li>PIP is required up to the limits of the policy for any medical expenses and certain non-medical-related costs associated with the accident – like lost wages and the costs of hiring someone to do household chores (known as "replacement benefits").</li> <li>Property Damage Liability \$10,000 Unlike most other U.S. states, Florida does not require drivers to have bodily injury liability (BIL) benefits (which pay the costs of others' injuries if a crash occurs). All auto insurance policies must be purchased from insurers licensed to do business in Florida.</li> </ul>	<p><b>§ 627.736(7): (7) MENTAL AND PHYSICAL EXAMINATION OF INJURED PERSON; REPORTS.—</b> (a) Whenever the mental or physical condition of an injured person covered by personal injury protection is material to any claim that has been or may be made for past or future personal injury protection insurance benefits, such person shall, upon the request of an insurer, submit to mental or physical examination by a physician or physicians. The costs of any examinations requested by an insurer shall be borne entirely by the insurer. Such examination shall be conducted within the municipality where the insured is receiving treatment, or in a location reasonably accessible to the insured, which, for purposes of this paragraph, means any location within the municipality in which the insured resides, or any location within 10 miles by road of the insured's residence, provided such location is within the county in which the insured resides. If the examination is to be conducted in a location reasonably accessible to the insured, and if there is no qualified physician to conduct the examination in a location reasonably accessible to the insured, such examination shall be conducted in an area of the closest proximity to the insured's residence. Personal protection insurers are authorized to include reasonable provisions in personal injury protection insurance policies for mental and physical examination of those claiming personal injury protection insurance benefits. An insurer may not withdraw payment of a treating physician without the consent of the injured person covered by the personal injury protection, unless the insurer first obtains a valid report by a Florida physician licensed under the same chapter as the treating physician whose treatment authorization is sought to be withdrawn, stating that treatment was not reasonable, related, or necessary. A valid report is one that is prepared and signed by the physician examining the injured person or reviewing the treatment records of the injured person and is factually supported by the examination and treatment records if reviewed and that has not been modified by anyone other than the physician. The physician preparing the report must be in active practice, unless the physician is physically disabled. Active practice means that during the 3 years immediately preceding the date of the physical examination or review of the treatment records the physician must have devoted professional time to the active clinical practice of evaluation, diagnosis, or treatment of medical conditions or to the instruction of students in an accredited health professional school or accredited residency program or a clinical research program that is affiliated with an accredited health professional school or teaching hospital or accredited residency program. The physician preparing a report at the request of an insurer and physicians rendering expert opinions on behalf of persons claiming medical benefits for personal injury protection, or on behalf of an insured through an attorney or another entity, shall maintain, for at least 3 years, copies of all examination reports as medical records and shall maintain, for at least 3 years, records of all payments for the examinations and reports. Neither an insurer nor any person acting at the direction of or on behalf of an insurer may materially change an opinion in a report prepared under this paragraph or direct the physician preparing the report to change such opinion. The denial of a payment as the result of such a changed opinion constitutes a material misrepresentation under s. <u>626.9541(1)(i)2.</u>; however, this provision does not preclude the insurer from calling to the attention of the physician errors of fact in the report based upon information in the claim file. (b) If requested by the person examined, a party causing an examination to be made shall deliver to him or her a copy of every written report concerning the examination rendered by an examining physician, at least one of which reports must set out the examining physician's findings and conclusions in detail. After such request and delivery, the party causing the examination to be made is entitled, upon request, to receive</p>	<p>Mandatory and binding arbitration for PIP claim disputes was declared unconstitutional by the Florida Supreme Court in 2000. Under the statute, an insured claiming PIP benefits could sue the insurer. If the claim was assigned to the medical provider by the insured, any dispute was required to be submitted to arbitration. The Court found there was no valid reason to single out medical providers. The legislature deleted the mandatory binding arbitration provision of Florida Statutes § 627.736(5)(d) in 2003. Many Florida courts have a non-binding arbitration program. The parties can set aside the decision and continue with trial if they so choose. [see for general info: <a href="http://www.floir.com/sections/pandc/productreview/pipinfo.aspx">http://www.floir.com/sections/pandc/productreview/pipinfo.aspx</a>; additionally, Florida is concerned about PIP claim fraud]</p>	<p>80% of schedule for all reasonable expenses for medical surgery, X-ray, dental, and rehab services. 200% of Medicare for outpatient services under Part A. 200% of all other medical services, supplies, and care under Medicare Part B.</p>	<p>Reforms passed in the 2012 legislative session are beginning to take effect, causing person injury protection (PIP) rates to decrease, according to January 2014 report by the state's Office of Insurance Regulation. But because PIP coverage is a small part of the total cost of a typical auto insurance policy the savings may seem small. Nevertheless, the fact that reforms are working may prompt lawmakers who favor scrapping no-fault to rethink their position. PIP coverage is expected to drop by an average of 13.2 percent, based on a review of data from 20 insurers that provide auto insurance to more than 75 percent of the Florida market. The result would be an overall 1.2 percent reduction in rates. The drop is in line with projections made when the reform law, HB119 was passed. The law, which took effect in July 2012, was to be implemented in several stages. injured drivers and their passengers must seek initial medical treatment from a hospital, family doctor or chiropractor within 14 days of the incident; and the type of treatment sought must reflect the extent of the injuries they have sustained. Where the injured person does not require emergency medical attention, the limit for medical care is \$2,500 rather than the full \$10,000 in PIP benefits. The law also provides penalties for doctors who commit fraud, provisions designed to reduce opportunities to use the no-fault auto insurance system for illicit profits. Another provision reduces the pressure on insurers to pay fraudulent claims because the law allows an investigation to be extended by an additional 60 days, with notice to the policyholder, for 90 days in total. There have also been changes in the way clinics are licensed, and since July 2012 police have been using a long version of the crash report whenever accidents involve injuries in the expectation that the longer report with more detailed information will deter fraud. On October 1, 2012 insurers were required to submit a rate filing to state regulators that showed at least a 10 percent rate reduction or documentation for why they cannot. Most major insurers requested decreases in PIP coverage. The PIP portion makes up about 20 percent of the premium, according to the Office of Insurance Regulation. Billings for massage and therapeutic exercise grew enormously under the old law, according to the Consumer Advocate's PIP report. These two procedures were the most commonly billed procedures under the old PIP system, the report says.</p>
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Kentucky	<p>Personal Injury Protection (PIP)</p> <ul style="list-style-type: none"> <li>\$10,000 per person per accident for medical expenses, lost wages and similar "out of pocket" costs due to an injury. Higher benefits and deductibles are optional.</li> </ul> <p>Liability 25/50/10</p> <ul style="list-style-type: none"> <li>\$25,000 per person involved in an accident</li> <li>\$50,000 total per accident</li> <li>\$10,000 per occurrence property damage protection</li> </ul>	<p><b>§ 304.39-270</b>  <b>304.39-270 Mental or physical examinations.</b>  (1) If the mental or physical condition of a person is material to a claim for past or future basic or added reparation benefits, the reparation obligor may petition the circuit court for an order directing the person to submit to a mental or physical examination by a physician. Upon notice to the person to be examined and all persons having an interest, the court may make the order for good cause shown. The order shall specify the time, place, manner, conditions, scope of the examination, and the physician by whom it is to be made.  (2) If requested by the person examined, the reparation obligor causing a mental or physical examination to be made shall deliver to the person examined a copy of a detailed written report of the examining physician setting out his findings including results of all tests made, diagnoses, and conclusions, and reports of earlier examinations of the same condition. By requesting and obtaining a report of the examination ordered or by taking the deposition of the physician, the person examined waives any privilege he may have, in relation to the claim for basic or added reparation benefits, regarding the testimony of every other person who has examined or may thereafter examine him respecting the same condition. This subsection does not preclude discovery of a report of an examining physician, taking a deposition of the physician, or other discovery procedures in accordance with any rule of court or other provision of law. This subsection applies to examinations made by agreement of the person examined and the reparation obligor, unless the agreement provides otherwise.  (3) If any person refuses to comply with an order entered under this section the court may make any just order as to the refusal, but may not find a person in contempt for failure to submit to a mental or physical examination.</p>	<p>Kentucky Statutes § 304.39-290 established the Kentucky Insurance Arbitration Association. The purpose of the association is to provide a mechanism for the reimbursement among reparation obligors of losses paid as basic or added reparation benefits. It is applicable to controversies involving obligors and persons having the rights and obligations of a reparation obligor. There is a two year statute of limitations for arbitration of claims. There is a two year statute of limitations for arbitration of claims. [see: <a href="https://piparbitration.kyinsplans.org/Login">https://piparbitration.kyinsplans.org/Login</a>]</p>	No mention of fee schedules in statutes.	
New Jersey	<p>-“basic plan” includes:</p> <ul style="list-style-type: none"> <li>\$5,000 per accident for property damage. This coverage does not include the costs of repairing or replacing your car.</li> <li>\$15,000 per person per accident for personal injury protection (PIP) benefits.</li> <li>\$250,000 per person per accident in PIP benefits for certain serious injuries, such as brain or spinal cord injuries.</li> </ul>	<p><b>39:6A-13. Discovery of facts as to personal injury protection coverage.</b>  d. Whenever the mental or physical condition of an injured person covered by personal injury protection under a standard automobile insurance policy or medical expense benefits under a basic automobile insurance policy is material to any claim that has been or may be made for such past or future personal injury protection benefits or medical expense benefits, such person shall, upon request of an insurer or the Unsatisfied Claim and Judgment Fund submit to mental or physical examination conducted by a health care provider licensed in this State in the same profession or specialty as the health care provider whose services are subject to review under this section and who is located within a reasonable proximity to the injured person's residence. The injured person shall provide or make available to the provider any pertinent medical records or medical history that the provider deems necessary to the examination. The costs of any examinations requested by an insurer or the Unsatisfied Claim and Judgment Fund shall be borne entirely by whomever makes such request. Such examination shall be conducted within the municipality of residence of the injured person. If</p>	<p>New Jersey Statutes § 39:6A-5.1(a): “Any dispute regarding the recovery of medical expense benefits or other benefits provided under personal injury protection coverage... arising out of the operation, ownership, maintenance or use of an automobile may be submitted to dispute resolution on the initiative of any party to the dispute”  Forthright has been selected by New Jersey to administer the arbitrations.  Disputes involving a medical expense benefit may include matters that concern:</p> <ol style="list-style-type: none"> <li>1) Interpretation of the insurance contract</li> <li>2) Whether the treatment or health care service is covered or the terms of the policy</li> <li>3) Eligibility of the treatment or service for compensation</li> <li>4) Eligibility of the provider performing the services</li> </ol>	Automobile Medical Fee Schedule Maximum fees listed by CPT	No-fault costs in New Jersey had been rising sharply and in 2011 (latest data available) were the highest in the nation, according to the National Association of Insurance Commissioners. Estimates for 2013, based on four quarters ending with the third quarter 2013, put the average cost per claim (severity) at \$16,211, compared with \$9,911 in 2001, according to ISO data. The number of claims (frequency) declined between 2000 and 2008, offsetting the rise in severity, but has remained relatively stable since then. Although the state set reimbursement fees for a list of common medical procedures relating to auto accidents, a few providers have found ways to get around these regulations by billing for procedures that are not on the list.



		<p>there is no qualified health care provider to conduct the examination within the municipality of residence of the injured person, then such examination shall be conducted in an area of the closest proximity to the injured person's residence. Insurers providing personal injury protection coverage under a standard automobile insurance policy or medical expense benefits under a basic automobile insurance policy are authorized to include reasonable provisions requiring those claiming personal injury protection coverage benefits or medical expense benefits to submit to mental or physical examination as requested by an insurer or the Unsatisfied Claim and Judgment Fund pursuant to the provisions of this section. Failure to submit to a mental or physical examination requested by an insurer or the Unsatisfied Claim and Judgment Fund pursuant to the provisions of this section shall subject the injured person to certain limitations in coverage as specified in regulations promulgated by the commissioner.</p> <p>e. If requested by the person examined, a party causing an examination to be made, shall deliver to him a copy of every written report concerning the examination rendered by an examining health care provider, at least one of which reports must set out his findings and conclusions in detail. After such request and delivery, the party causing the examination to be made is entitled upon request to receive from the person examined every written report available to him, or his representative, concerning any examination, previously or thereafter made of the same mental or physical condition.</p>	<ol style="list-style-type: none"> <li>5) Whether the medical treatment was actually performed</li> <li>6) Whether diagnostic tests are recognized by the commissioner</li> <li>7) Necessity or appropriateness of consultations by other health care providers</li> <li>8) Disputes over the application of or adherence to fee schedules</li> <li>9) Whether the treatment performed is reasonable, necessary, and compatible with protocols</li> </ol>		
New York	<p>Personal Injury Protection (PIP) \$25,000</p> <p>Liability</p> <ul style="list-style-type: none"> <li>• \$50,000 per person for wrongful death protection</li> <li>• \$50,000 total per accident personal injury protection</li> <li>• \$100,000 total per accident wrongful death protection</li> <li>• \$10,000 per occurrence property damage protection</li> </ul> <p>Uninsured Motorist</p> <ul style="list-style-type: none"> <li>• \$25,000 per person for injuries</li> <li>• \$50,000 per accident for injuries (if more than one person is injured)</li> </ul>	<p>N.Y. Comp. Codes R. and Regs. tit. 11, § 65.12(e) (1992) (Reg. 68) sets forth the provisions of the Mandatory Personal Injury Protection Endorsement (New York) ("the Endorsement"), which, under N.Y. Comp. Codes R. and Regs. tit. 11, § 65.12(a) (1992) (Reg. 68), must be included in every owner's policy of liability insurance in order to satisfy the minimum requirements of the New York No-Fault law. In Section I of the Endorsement, under the provisions entitled "Conditions," the provisions entitled "Proof of Claim; Medical, Work Loss, and Other Necessary Expenses" state in pertinent part that:</p> <p>The eligible injured person shall submit to medical examination by physicians selected by, or acceptable to, the Company, when, and as often as, the Company may reasonably require.</p> <p>N.Y. Comp. Codes R. and Regs. tit. 11, § 65.15(d) (1991) (Reg. 68) provides for claim procedure for the payment of claims for first party benefits under the No-Fault law. N.Y. Comp. Codes R. and Regs. tit. 11, § 65.15(d)(4) (1991) (Reg. 68) states that:</p> <p>All medical examinations requested by the insurer shall be held at a place and time reasonably convenient to the applicant and in a facility properly equipped for the performance of the medical examination. The insurer shall inform the applicant at the time the examination is scheduled that the applicant will be reimbursed for any loss of earnings and reasonable transportation expenses incurred in complying with the request.</p>	<p>New York Statutes § 5105(b): "The sole remedy of any insurer or compensation provider to recover on a claim... shall be the submission of the controversy to mandatory arbitration pursuant to procedures promulgated or approved by the superintendent. Such procedures shall also be utilized to resolve all disputes arising between insurers concerning their responsibility for the payment of first party benefits"</p> <p>Awards by arbitrators are binding unless they are vacated or modified by a master arbitrator.</p> <p>PIP arbitration claims are administered by the American Arbitration Association (AAA). These no-fault claims can be for any matter relating to the claim raised by any person making a claim.</p> <p>The AAA provides a simple timeline for consumer to understand and navigate through the no-fault arbitration process.</p>	<p>Workers' Compensation Fee Schedule 150% Medicaid Rate</p> <p>Inpatient payment rates detailed per hospital or medical center.</p>	<p>The New York Financial Services' ability to audit healthcare providers participating in the no-fault auto insurance system was expanded in order to prevent fraudulent providers from receiving payment and fining providers who engage in illegal activities. The department will be authorized to make unannounced inspections.</p> <p>Insurers are also pushing for legislation that accomplishes the following: makes staged accidents a felony; ends fraudulent billing by fly-by-night durable medical equipment providers; permits retroactive cancellation of fraudulently obtained auto insurance policies; and requires medical care providers to prove that a prescribed treatment is medically necessary, according to the New York Insurance Association and Insurance Journal.</p> <p>In February 2013 the New York State Department of Financial Services adopted three amendments to Regulation 68, the law that implements the state's no-fault law claim settlement procedures. The first amendment would prevent billing for services that were not provided or billing more for services than the established fee. The second amendment would set a deadline for health care providers to respond to requests for verification that the treatment provided was medically necessary. The third amendment would prevent immaterial paperwork errors from invalidating a denial of a claim or a request for verification. This last amendment should substantially reduce litigation and arbitrations dealing with claim processing errors and speed up the resolution of no-fault claims.</p> <p>A study of New York's no-fault system by the Insurance Research Council (IRC) showed how prevalent fraud is in the New York City area. About one in every five claims settled appears to have some element of fraud and as many as one in three appears to be inflated, according to the IRC. Over the period 2007 to 2010, the percentage of no-fault claims that were fraudulent or were inflated (built-up) by excessive billing by unscrupulous medical care providers or by unnecessary medical services rose from 29 percent to 35 percent. In the fall of 2010 alone, fraud was found in 22 percent of all New York City metropolitan area no-fault auto insurance claims and build-up in another 14 percent.</p> <p>In its final report on closed auto injury claims in New York State, published in November 2011, the IRC said the average loss among claimants in the New York City metropolitan area</p>

					was more than double the average loss in the rest of the state, \$15,086 compared with \$6,870. It also highlights the differences in what it calls claiming behavior between residents of New York City residents and those of the rest of the state, noting that New York City residents were more likely to be treated in clinics, visit chiropractors, physical therapists and acupuncturists, receive expensive diagnostic procedures and to report expenses for durable medical equipment. They were also more likely to hire attorneys.
Pennsylvania	<p>Personal Injury Protection (PIP)</p> <ul style="list-style-type: none"> <li>\$15,000 (per person) personal injury protection for third parties (passengers, other motorists, pedestrians, etc.)</li> <li>\$5,000 in no-fault PIP coverage</li> </ul> <p>Liability</p> <ul style="list-style-type: none"> <li>\$30,000 total per accident personal injury protection for third parties (other motorists and pedestrians)</li> <li>\$5,000 per occurrence property damage protection</li> </ul>	<p><b>1796. Mental or physical examination of person.</b></p> <p><b>(a) General rule.</b>—Whenever the mental or physical condition of a person is material to any claim for medical, income loss or catastrophic loss benefits, a court of competent jurisdiction or the administrator of the Catastrophic Loss Trust Fund for catastrophic loss claims may order the person to submit to a mental or physical examination by a physician. The order may only be made upon motion for good cause shown. The order shall give the person to be examined adequate notice of the time and date of the examination and shall state the manner, conditions and scope of the examination and the physician by whom it is to be performed. If a person fails to comply with an order to be examined, the court or the administrator may order that the person be denied benefits until compliance.</p> <p><b>(b) Report of examination.</b>—If requested by the person examined, a party causing an examination to be made shall promptly deliver to the person examined a copy of every written report concerning the examination at least one of which must set forth the physician's findings and conclusions in detail. Upon failure to promptly provide copies of these reports, the court or the administrator shall prohibit the testimony of the examining physician in any proceeding to recover benefits</p>	Arbitration not mentioned in no-fault statutes. [could not find any remedy for the consumer on contested PIP claims other than court action]	110% of Medicare	
Kansas	<p>Personal Injury Protection (PIP)</p> <ul style="list-style-type: none"> <li>\$4,500 per person for medical expenses</li> <li>\$900 per month for one year for disability/loss of income</li> <li>\$25 per day for in-home services</li> <li>\$2,000 for funeral, burial or cremation expense</li> <li>\$4,500 for rehabilitation expense</li> </ul> <p>Liability</p> <ul style="list-style-type: none"> <li>\$25,000 per person personal injury protection (PIP) for third parties (yourself, passengers, other motorists, pedestrians, etc.; more on what the PIP policy must cover below)</li> <li>\$50,000 personal injury protection (PIP) for third parties (other motorists and pedestrians), and</li> <li>\$10,000 per occurrence property damage protection.</li> </ul> <p>Uninsured Motorist</p> <ul style="list-style-type: none"> <li>\$25,000 per person for injuries</li> <li>\$50,000 per accident for injuries (if more than one person is injured)</li> </ul> <p>Underinsured Motorist</p> <ul style="list-style-type: none"> <li>\$25,000 per person for injuries</li> <li>\$50,000 per accident for injuries (if more than one person is injured)</li> </ul>	<p><b>§ 40-3115.</b> Mental or physical examination of injured person; written report of examination; availability of report to injured person; evidentiary effect. (a) Whenever the mental or physical condition of an injured person covered by personal injury protection benefits is material to any claim that has been or may be made for past or future personal injury protection benefits, such person, upon request of an insurer or self-insurer, shall submit to a mental or physical examination by a physician or physicians. The cost of any such examination requested by an insurer shall be borne entirely by the insurer or self-insurer. Any such examination shall be conducted within the city or county of residence of the insured, but if there is no qualified physician to conduct the examination within such city or county, then such examination shall be conducted in an area of the closest proximity to the insured's residence. Insurers are authorized to include reasonable provisions in motor vehicle liability insurance policies for mental and physical examination of those claiming personal injury protection benefits.</p> <p>(b) If requested by the person examined, the insurer or self-insurer causing the examination to be made shall deliver to such person a copy of every written report concerning the examination rendered by the examining physician, at least one (1) of which shall set out his findings and conclusions in detail. After such request and delivery, the insurer or self-insurer causing the examination to be made shall be entitled upon request to receive from the person examined every written report available to him, or his representative, concerning any examination, previously or thereafter made, of the same mental or physical condition. By requesting and obtaining a report of the examination so ordered, or by taking the deposition of the examiner, the person examined shall be deemed to have waived any privilege he may have, with respect to the claim for personal injury protection benefits, regarding the testimony of every other person who has examined or may thereafter examine him in respect of the same mental or physical condition.</p>	Arbitration not mentioned in no-fault statutes. [could not find any remedy for the consumer on contested PIP claims other than court action]	Workers' Compensation Fee Schedule Anesthesia: Base unit+ (Time x \$51.19) Prescriptions: Average wholesale price= AWP Brand name: (AWP - 15%) + \$5 Generic: (AWP - 10%) + \$3 Medical Equipment: 140% of Medicare Other services: Maximum fee set by CPT	

North Dakota	<p>Personal Injury Protection (PIP) -\$30,000.</p> <p>Liability 25/50/25</p> <ul style="list-style-type: none"> <li>Bodily injury liability: \$25,000 per person (meaning the maximum payable to one person injured in one accident)</li> <li>\$50,000 per accident (meaning the maximum payable to all people injured in one accident).</li> <li>Property damage liability: \$25,000 per accident.</li> </ul> <p>Uninsured Motorist</p> <ul style="list-style-type: none"> <li>\$25,000 per person for injuries</li> <li>\$50,000 per accident for injuries (if more than one person is injured)</li> </ul> <p>Underinsured Motorist</p> <ul style="list-style-type: none"> <li>\$25,000 per person for injuries</li> <li>\$50,000 per accident for injuries (if more than one person is injured)</li> </ul>	<p><b>26.1-41-11. Mental and physical examinations.</b></p> <p>1. Whenever the mental or physical condition of an individual is material to any claim that has been or may be made for past or future basic or optional excess no-fault benefits, the individual shall submit to mental or physical examination by a physician designated by the basic no-fault insurer at a reasonably convenient location. Basic no-fault insurers are authorized to include reasonable provisions of this nature in policies providing basic or excess no-fault benefits.</p> <p>2. If an individual refuses to submit to a mental or physical examination, a court at the request of the insurer may enter an order requiring the individual to submit to the examination. If the court finds that the individual failed to appear for the examination without good cause, the court shall order the insured to reimburse the insurer for any reasonably demonstrable cancellation charges for the examination.</p>	Arbitration not mentioned in no-fault statutes. [could not find any remedy for the consumer on contested PIP claims other than court action]	No mention of fee schedules in statutes.	
Hawaii	<p>Personal injury protection (PIP)</p> <p>\$10,000 per person personal injury protection for yourself and your passengers</p> <p>Liability 20/40/10</p> <ul style="list-style-type: none"> <li>\$20,000 per person /</li> <li>\$40,000 per accident personal injury protection for third parties (other motorists and pedestrians)</li> <li>\$10,000 per occurrence for property damage protection</li> </ul>	<p>No formal IME requirements. However, § 431:10C-304 states: (B) If the insurer elects to deny a claim for benefits in whole or in part, the insurer shall, within thirty days, notify the claimant in writing of the denial and the reasons for the denial. The denial notice shall be prepared and mailed by the insurer in triplicate copies and be in a format approved by the commissioner. In the case of benefits for services specified in section 431:10C-103.5(a) the insurer shall also mail a copy of the denial to the provider;</p>	<p>Arbitration is mentioned in the statutes in conjunction with the commissioner or courts. Binding arbitration is an option, but there is no specific allocation for arbitration in the statutes. [The Insurance Commissioner determines format and method of hearing and assesses cost upon the parties involved. See: <a href="http://files.hawaii.gov/dcca/oah/forms/mvi/har-chapter-23-web.pdf">http://files.hawaii.gov/dcca/oah/forms/mvi/har-chapter-23-web.pdf</a> (pg. 26 - from Hawaii Dept. of Insurance website 11-12-15)]</p>	<p>Workers' Compensation Fee Schedule</p> <p>1) 110% of Medicare payment amount</p> <p>2) Supplemental medical fee schedule</p> <p>Unit Value x \$33.54</p> <p>If CPT is on both, go with the supplemental fee schedule amount</p>	
Massachusetts	<p>Personal injury protection (PIP)</p> <ul style="list-style-type: none"> <li>\$8,000 for personal injury protection (PIP) benefits per accident.</li> </ul> <p>Liability 20/40/5</p> <ul style="list-style-type: none"> <li>\$20,000 for any one person's injuries in a crash,</li> <li>\$40,000 for each accident where more than one person is injured,</li> <li>\$5,000 for property damage in each accident, and</li> </ul>	<p><b>Section 34M:</b> The injured person shall submit to physical examinations by physicians selected by the insurer as often as may be reasonably required and shall do all things necessary to enable the insurer to obtain medical reports and other needed information to assist in determining the amounts due. Noncooperation of an injured party shall be a defense to the insurer in any suit for benefits authorized by this section and failure of an insurer to pay benefits in the event of such noncooperation shall not in any way affect the exemption from tort liability granted herein.</p>	<p>Massachusetts Statutes § 34M provides: "Determination as to whether any insurer is legally entitled to recover any such expense from another insurer shall be made by agreement between the involved insurers, or, if they fail to agree, by arbitration in accordance with the provisions of the General Laws."</p> <p>This is the only mention of arbitration in the no-fault statutes. [That same chapter of law describes that the consumer or provider of the services can jointly, or separately, file suit against the insurer for claims unpaid after 30 days with no explanation and, if found to be valid, payable, claims, the court will order payment plus any other fees, such as attorney and filing fees, to be paid by the insurer]</p>	No mention of fee schedules in statutes.	
Michigan	<p>Personal Injury Protection (PIP)</p> <ul style="list-style-type: none"> <li>all of the medical care costs related to the accident</li> <li>up to 85 percent of any wages lost due to the injury, for up to three years, and</li> <li>up to \$20 per day for someone to take care of chores at home that the injured person can no longer do -- like cooking, cleaning, child care, and yard work.</li> </ul> <p>Liability 20/40/10</p> <ul style="list-style-type: none"> <li>\$20,000 per person hurt or killed in an accident;</li> <li>\$40,000 per accident in which more than one person is hurt or killed; and</li> <li>\$10,000 per accident for property damage.</li> </ul>	<p><b>500.3151 Submission to mental or physical examination.</b></p> <p>When the mental or physical condition of a person is material to a claim that has been or may be made for past or future personal protection insurance benefits, the person shall submit to mental or physical examination by physicians. A personal protection insurer may include reasonable provisions in a personal protection insurance policy for mental and physical examination of persons claiming personal protection insurance benefits.</p> <p>500.3152 Report of mental or physical examination.</p> <p>If requested by a person examined, a party causing an examination to be made shall deliver to him a copy of every written report concerning the examination rendered by an examining physician, at least 1 of which reports shall set out his findings and conclusions in detail. After such request and delivery, the party causing the examination to be made is entitled upon request to receive from the person examined every</p>	Arbitration not mentioned in no-fault statutes. [could not find any remedy for the consumer on contested PIP claims other than court action]	Does not use fee schedules.	<p>Attempts to lower the price of auto insurance in the state have not met with success. Michigan is unique among no-fault states in that its no-fault law offers unlimited medical care under its PIP coverage and in that it does not use medical fee schedules (maximum fees that can be charged for common types of medical treatment for auto accidents, similar to the fees set under the state's workers compensation system). Under legislation signed by the governor in March 2012, it will soon be a felony to act as or employ a "runner" to recruit people for staged accidents or to help commit other types of auto insurance fraud. Those convicted of the crime face up to 10 years in prison and a fine of \$50,000.</p>

		<p>written report available to him or his representative concerning any examination relevant to the claim, previously or thereafter made, of the same mental or physical condition, and the names and addresses of physicians and medical care facilities rendering diagnoses or treatment in regard to the injury or to a relevant past injury, and shall authorize the insurer to inspect and copy records of physicians, hospitals, clinics or other medical facilities relevant to the claim. By requesting and obtaining a report of the examination so ordered or by taking the deposition of the examiner, the person examined waives any privilege he may have, in relation to the claim for benefits, regarding the testimony of every other person who has examined or may thereafter examine him in respect of the same mental or physical condition.</p>			
Utah	<p>Personal Injury Protection (PIP)</p> <ul style="list-style-type: none"> <li>• medical costs not to exceed \$3,000 per person (reasonable value of medical, surgical, x-ray, dental, rehab, ambulance, hospital, nursing);</li> <li>• lost wages, the lesser of \$250 per week or 85% of loss in gross income and loss of earning capacity, up to 52 weeks;</li> <li>• household services, \$20 per day up to 365 days for services rendered (laundry, cooking, cleaning, yard, repair, maintenance, etc.) by others (whether paid or unpaid) to the injured person;</li> <li>• a \$3,000 death benefit, payable to heirs</li> <li>• \$1,500 for costs (cremation, funeral, burial). These are benefits you paid for with your auto insurance premium.</li> </ul> <p>Liability 25/65/15</p> <ul style="list-style-type: none"> <li>• \$25,000 per person for bodily injury,</li> <li>• \$65,000 per accident when more than one person suffers bodily injury, and</li> <li>• \$15,000 per accident for property damage.</li> </ul>	<p><b>31A-22-307. Personal injury protection coverages and benefits.</b> In disputed cases, a court on its own motion or on the motion of either party, may designate an impartial medical panel of not more than three licensed physicians to examine the claimant and testify on the issue of the reasonable value of the claimant's medical services or expenses.</p> <p>(ii) An impartial medical panel designated under Subsection (2)(e)(i) shall consist of a majority of health care professionals within the same license classification and specialty as the provider of the claimant's medical services or expenses.</p>	<p>Utah Statutes §§ 31A-22-303(8), 31A-22-305(9), and 31A-22-305.3(8) generally provide for binding arbitration of disputes arising from no-fault insurance claims. The arbitrations are governed by the Utah Uniform Arbitration Act. Further, Utah Statutes § 31-22-309(6)(a) provides: "Every policy providing personal injury protection coverage is subject to the following: (ii) that the issue of liability for that reimbursement and its amount shall be decided by mandatory, binding arbitration between the insurers."</p>	<p>Relative Value Unit x Conversion factor</p> <p>Relative value unit found in: Relative Value for Physicians Relative Value for Dentists</p> <p>Conversion factors: Anesthesia: 91.57 Surgery: 180 Radiology: 35.18 Pathology: 23.85 Medicine: 10.87 Evaluation: 11.85 Dental: 55</p>	